

## **Technology Advisory Committee**

### **Special Meeting Minutes**

**August 1, 2008**

The Technology Advisory Committee met on August 1, 2008 in City Hall, Conference Room A.

#### **I. Call to Order**

The meeting was called to order at 10:05 a.m.

#### **II. Roll Call**

<input checked="" type="checkbox"/> Chris Price – Chair	<input checked="" type="checkbox"/> Mark Farr	<input checked="" type="checkbox"/> Oakel Hardy
<input checked="" type="checkbox"/> Mike Jamerson	<input type="checkbox"/> Mark McHolland	<input type="checkbox"/> Georgia Miller
<input type="checkbox"/> Steve Baker	<input type="checkbox"/> Jim Hartsook	

Invited Guests:

Other Attendees:

Stan Gamso, Counsel

#### **III. Open Issues**

The meeting was called for the purpose of considering two Consulting Agreement Contracts for InfoComm.

COL017 is for the development of a Conduit Expansion RFP Process and Recommendation. COL018 is for the development of Technology Drive Conduit Expansion RFP Process and Recommendation.

Both contracts were prepared by InfoComm for TAC's consideration at the direction of the Chairman following the July monthly meeting at which the Committee recommended further expansion of the conduit system.

Following discussion, a motion was made by Mike Jamerson to recommend to the Columbus Board of Works the adoption and execution of COL017 and COL018. Oakel Hardy seconded. Upon voice vote the Committee recommended that the BOW enter into the above-mentioned contracts.

#### **IV. Adjournment**

There being no other business, the Chairman adjourned the meeting at 10:20 a.m.





## **CONSULTING AGREEMENT (COL017)**

This agreement is made and entered into by and between, the City of Columbus, Indiana, ("Columbus") and InfoComm Systems, Inc., an Indiana corporation, ("InfoComm"), whose business address is Purdue Technology Center, 3000 Kent Avenue, W. Lafayette, IN 47906.

WHEREAS, Columbus wishes to contract with InfoComm for professional consulting services,

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, Columbus and InfoComm agree as follows:

### **1. SCOPE OF SERVICES**

- a. The specific services to be performed by are described in Schedule(s) and Statement(s) of Work either attached or to be delivered in the future:

COL017	CONDUIT EXPANSION RFP PROCESS AND RECOMMENDATION
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- b. InfoComm will provide the reports and/or deliverables as described in Schedule(s) and Statement(s) of Work (Statement of Work follows)

### **2. PERIOD OF PERFORMANCE**

The period of this Agreement shall be valid through December 31, 2008, unless amended by mutual written agreement.

### **3. COMPENSATION AND PAYMENT**

- a. For the satisfactory performance of the services described in Schedule(s) and/or Statement(s) of Work, Columbus shall pay InfoComm at the rates:
  - i. Not to exceed total amount specified in attached or referenced statement(s) Schedule(s) and Statement(s) of Work.
  - ii. Payment of 50% of estimated budget amounts from Schedule(s) and/or

Statement(s) of Work will be due to InfoComm prior to the commencement of professional services in order to defer up-front labor costs and other expenses incurred by InfoComm. Any costs above the maximum amount specified in the statement of work must be approved in advance by the City of Columbus Board of Works. Payment of the balance of budgeted amounts will be provided by Columbus upon receipt of an invoice which details the dates of service, description of work performed, billing rate and provides supporting documentation for reimbursable expenses, if any.

#### **4. INDEPENDENT CONTRACTOR**

InfoComm shall be an independent contractor, and neither InfoComm nor any employee of InfoComm shall act as an agent or an employee of Columbus.

#### **5. ASSIGNMENT PROHIBITED**

InfoComm shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of Columbus. Any such purported assignment shall be void and have no effect.

#### **6. TERMINATION**

Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of such action. In such event, Columbus shall be liable only for payment in accordance with the compensation provisions of this agreement for satisfactory work done and services performed prior to the effective date of the termination.

#### **7. LAWS AND REGULATIONS**

InfoComm shall observe and abide by all applicable laws and regulations. This Agreement shall be construed and interpreted in accordance with, and governed in all respects by, the laws of the State of Indiana.

#### **8. INDEMNIFICATION**

InfoComm agrees to indemnify and hold harmless Columbus from any claim, damage, liability, injury, expense or loss arising out of InfoComm's performance under this Agreement, except for injury or damage caused by the sole negligence of Columbus.

#### **9. NOTIFICATIONS**

In performing consulting services hereunder, InfoComm shall report to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

## ***10. OTHER TERMS AND CONDITIONS***

- a. InfoComm shall notify Columbus promptly of any expected delay in performance of services. However, InfoComm shall not be liable for delays in performance beyond its reasonable control.
- b. InfoComm agrees to perform the service with that standard of professional care, skill, and diligence normally performed in the performance of similar services.

Agreed and Accepted:

InfoComm Systems, Inc.

Board of Works  
City of Columbus

\_\_\_\_\_  
James E. Goldman, President

\_\_\_\_\_  
Fred L. Armstrong, Mayor

\_\_\_\_\_  
Judy Jackson

\_\_\_\_\_  
Steve Gochenour



Purdue Technology Center  
3000 Kent Avenue  
W. Lafayette, IN 47906  
888-734-6888

Proposal for

# CONDUIT EXPANSION RFP PROCESS & RECOMMENDATION

Columbus, Indiana

(COL017)

## **I. Background / Problem Statement**

InfoComm offers the following proposal to the Technical Advisory Committee (TAC), an entity of the city of Columbus, and the City of Columbus to develop a Request for Proposal (RFP) and a management process necessary to further expand the Greater Columbus Conduit System. The scope of this RFP shall be routes discussed and approved by the TAC at the July 10, 2008 TAC meeting except for the "Technology Drive" route, which will be addressed in a separate RFP and separate InfoComm proposal.

## **II. Proposed Work Plan**

### ***1. RFP Document Development***

InfoComm will prepare an RFP document that represents TAC requirements and strategic plans for Greater Columbus Conduit expansion.

#### Required Input From Columbus:

- TAC and City Engineer's input on requirements/scope for conduit expansion

#### InfoComm Tasks:

- Develop RFP document
- Facilitate the TAC's understanding of RFP document
- Obtain TAC approval of RFP document

#### InfoComm Deliverables:

- RFP document for public release

### ***2. RFP Process Management***

InfoComm will provide a fair and objective bidding process that will be in the best interests of the City of Columbus in expanding the Greater Columbus Conduit System.

#### Required Input From Columbus:

- TAC input on RFP process and schedules
- TAC input on contractor/vendor selection process

#### InfoComm Tasks:

1. Comply with the processes and schedules as established by the City of

Columbus and TAC.

2. As directed by the TAC, host a pre-bid meeting for potential respondents to facilitate the vendor community's understanding of the goals and expectations of the RFP.
3. Evaluate responses to the RFP from contractors and/or vendors.
4. Evaluate contractors and/or vendors pursuant to direction of the TAC.
5. Recommend contractors and/or vendors that meet the above criteria.
6. Facilitate the TAC's understanding, analysis and responses to the RFP.

InfoComm Deliverables:

- Documentation of RFP process
- Contractor/Vendor review and recommendation
- Recommendations for next steps

### **III. Proposed Budget**

InfoComm will be compensated the sum of \$13,424 for the above described work.

LABOR	\$11,935
EXPENSES	\$ 1,489
TOTAL	\$13,424

*The total budget for this project is not to exceed \$13,424 without further Board of Works approval.*

### **IV. Estimated Time to Completion**

The work outlined in this proposal shall be completed in accordance with a schedule set by the TAC, subject to the availability of information and circumstances beyond the control of InfoComm.





## **CONSULTING AGREEMENT (COL018)**

This agreement is made and entered into by and between, the City of Columbus, Indiana, ("Columbus") and InfoComm Systems, Inc., an Indiana corporation, ("InfoComm"), whose business address is Purdue Technology Center, 3000 Kent Avenue, W. Lafayette, IN 47906.

WHEREAS, Columbus wishes to contract with InfoComm for professional consulting services,

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, Columbus and InfoComm agree as follows:

### **1. SCOPE OF SERVICES**

- a. The specific services to be performed by are described in Schedule(s) and Statement(s) of Work either attached or to be delivered in the future:

COL018	TECHNOLOGY DRIVE CONDUIT EXPANSION RFP PROCESS AND RECOMMENDATION
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- b. InfoComm will provide the reports and/or deliverables as described in Schedule(s) and Statement(s) of Work (Statement of Work follows)

### **2. PERIOD OF PERFORMANCE**

The period of this Agreement shall be valid through December 31, 2008, unless amended by mutual written agreement.

### **3. COMPENSATION AND PAYMENT**

- a. For the satisfactory performance of the services described in Schedule(s) and/or Statement(s) of Work, Columbus shall pay InfoComm at the rates:
  - i. Not to exceed total amount specified in attached or referenced statement(s) Schedule(s) and Statement(s) of Work.
  - ii. Payment of 50% of estimated budget amounts from Schedule(s) and/or

Statement(s) of Work will be due to InfoComm prior to the commencement of professional services in order to defer up-front labor costs and other expenses incurred by InfoComm. Any costs above the maximum amount specified in the statement of work must be approved in advance by the City of Columbus Board of Works. Payment of the balance of budgeted amounts will be provided by Columbus upon receipt of an invoice which details the dates of service, description of work performed, billing rate and provides supporting documentation for reimbursable expenses, if any.

#### **4. INDEPENDENT CONTRACTOR**

InfoComm shall be an independent contractor, and neither InfoComm nor any employee of InfoComm shall act as an agent or an employee of Columbus.

#### **5. ASSIGNMENT PROHIBITED**

InfoComm shall neither assign its rights nor delegate its duties under this agreement without the prior written consent of Columbus. Any such purported assignment shall be void and have no effect.

#### **6. TERMINATION**

Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of such action. In such event, Columbus shall be liable only for payment in accordance with the compensation provisions of this agreement for satisfactory work done and services performed prior to the effective date of the termination.

#### **7. LAWS AND REGULATIONS**

InfoComm shall observe and abide by all applicable laws and regulations. This Agreement shall be construed and interpreted in accordance with, and governed in all respects by, the laws of the State of Indiana.

#### **8. INDEMNIFICATION**

InfoComm agrees to indemnify and hold harmless Columbus from any claim, damage, liability, injury, expense or loss arising out of InfoComm's performance under this Agreement, except for injury or damage caused by the sole negligence of Columbus.

#### **9. NOTIFICATIONS**

In performing consulting services hereunder, InfoComm shall report to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

## ***10. OTHER TERMS AND CONDITIONS***

- a. InfoComm shall notify Columbus promptly of any expected delay in performance of services. However, InfoComm shall not be liable for delays in performance beyond its reasonable control.
- b. InfoComm agrees to perform the service with that standard of professional care, skill, and diligence normally performed in the performance of similar services.

Agreed and Accepted:

InfoComm Systems, Inc.

Board of Works  
City of Columbus

\_\_\_\_\_  
James E. Goldman, President

\_\_\_\_\_  
Fred L. Armstrong, Mayor

\_\_\_\_\_  
Judy Jackson

\_\_\_\_\_  
Steve Gochenour



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3000 Kent Avenue  
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Proposal for

# TECHNOLOGY DRIVE CONDUIT EXPANSION RFP PROCESS & RECOMMENDATION

Columbus, Indiana

(COL018)

## **I. Background / Problem Statement**

InfoComm offers the following proposal to the Technical Advisory Committee (TAC), an entity of the city of Columbus, and the City of Columbus to develop a Request for Proposal (RFP) and a management process necessary to further expand the Greater Columbus Conduit System to the Technology Drive in Columbus.

## **II. Proposed Work Plan**

### ***1. RFP Document Development***

InfoComm will prepare an RFP document that represents TAC requirements and strategic plans for Greater Columbus Conduit expansion to Technology Drive.

#### Required Input From Columbus:

- TAC and City Engineer's input on requirements/scope for conduit expansion

#### InfoComm Tasks:

- Develop RFP document
- Facilitate TAC understanding of RFP document
- Obtain TAC approval of RFP document

#### InfoComm Deliverables:

- RFP document for public release

### ***2. RFP Process Management***

InfoComm will provide a fair and objective bidding process that will be in the best interests of the City of Columbus in expanding the Greater Columbus Conduit System to Technology Drive.

#### Required Input From Columbus:

- TAC input on RFP process and schedules
- TAC input on contractor/vendor selection process

#### InfoComm Tasks:

1. Comply with the processes and schedules as established by the City of Columbus and TAC.
2. Evaluate responses to the RFP from contractors and/or vendors.

3. Evaluate contractors and/or vendors pursuant to direction of the TAC.
4. Recommend contractors and/or vendors that meet the above criteria.
5. Facilitate the TAC's understanding, analysis and responses to the RFP.

InfoComm Deliverables:

- Documentation of RFP process
- Contractor/Vendor review and recommendation
- Recommendations for next steps

### **III. Proposed Budget**

InfoComm will be compensated the sum of \$8,154 for the above described work.

LABOR	\$7,068
<u>EXPENSES</u>	<u>\$1,087</u>
TOTAL	\$8,154

*The total budget for this project is not to exceed \$8,154 without further Board of Works approval.*

### **IV. Estimated Time to Completion**

The work outlined in this proposal shall be completed in accordance with a schedule set by the TAC, subject to the availability of information and circumstances beyond the control of InfoComm.